

REQUIREMENTS AND CRITERIA FOR TECHNICAL PROPOSALS
(FOR DOMESTIC SCRAPPING)

EACH BIDDER MUST INSPECT EACH SHIP ON WHICH IT INTENDS TO BID PRIOR TO SUBMISSION OF ITS TECHNICAL PROPOSAL IN ORDER FOR THE PROPOSAL TO BE TECHNICALLY ACCEPTABLE. THIS INSPECTION IS MANDATORY AND MAY NOT BE WAIVED. Bidders are strongly advised to review the pre-disposal documentation, including hazardous material inventories and surveys, which will be distributed at the time of ship inspection. BIDDERS MUST CERTIFY RECEIPT OF THE PRE-DISPOSAL DOCUMENTS AT THE TIME OF INSPECTION OF THE SHIPS. Bidders who do not inspect the ship during the advertised inspection period as verified by the U.S. Government log entry, and certify receipt of pre-disposal documentation will not be eligible to participate under Step 2 of this process.

BIDDERS ARE ENCOURAGED TO PERFORM A THOROUGH INSPECTION OF THE SHIP TO DETERMINE THE MAJOR EQUIPMENT REMAINING ON BOARD.

Potential bidders must provide the following information for each person inspecting the ship. This information will be used to obtain a security clearance to enter the shipyard. The information must be submitted at least 7 calendar days in advance of the date of inspecting the ships:

Name
Social Security Number
Employer

For items 1-10 and item 13 this information can be faxed to (360)476-8665 or mailed to:

Naval Sea Systems Command Detachment
Naval Inactive Ship Maintenance Facility
(PSNS B-550)
2450 Wycoff Way
Bremerton, WA 98314-5250
Point of Contact: Pete Galassi

For items 11-12, this information can be faxed to (808)471-4524 or mailed to:

Naval Sea Systems Command Detachment
Naval Inactive Ship Maintenance Facility
93-051 Waipio Point Access Road
Waipahu, HI 96797-3272
Point of Contact: Walt Leonard

INSPECTION DATE (EXCLUDES SATURDAYS, SUNDAYS, AND FEDERAL/NATIONAL HOLIDAYS). BEGINS: March 16, 1998, 8:00 A.M. TO 3:00 P.M., LOCAL TIME:

o ITEM(S):	HOURS:
1-13	APPT ONLY

Bidder's may submit more than one technical proposal for this RFTP. If the bidder intends to bid on multiple lot(s)/item(s), the technical proposal(s) must demonstrate the capability and facilities to process multiple lot(s)/item(s) concurrently. BIDDERS SUBMITTING A TECHNICAL PROPOSAL FOR ITEM 13 (EX-ORISKANY) ARE REQUIRED TO SUBMIT A SEPARATE TECHNICAL PROPOSAL FOR THIS ITEM. The bidder shall submit an original and 4 copies for each technical proposal submitted in response to this solicitation, subject to the following requirements and limitations:

A. Company Name: The company name shall appear on the title page only. All other references to the company name shall be removed from the technical proposal.

B. Title Page: "Unpriced Technical Proposal". The title page of each technical proposal shall include: (1) the lot and/or item number, and name of the ships for which you are submitting a technical proposal; (2) solicitation number of the Request for Technical Proposal (RFTP); (3) the company name of the bidder; and (4) the bidder's position regarding disclosure of proprietary or similar proposal data.

C. Table of Contents: The table of contents shall identify the major sections of the total proposal and show location and page numbers of each section.

The technical proposal is the primary basis for the evaluation of: (a) the degree to which the bidder's claims of performance capacity are supported, and (b) the ability of the bidder to perform in accordance with the requirements. The technical factors to be considered are those discussed herein.

Bidders are cautioned to pay particular attention to the following factors in preparing their technical proposals and to provide sufficient detail in those proposals to demonstrate their complete understanding of the true scope of the work involved, including the requirement to perform all contract requirements in compliance with all Federal, State, and local laws and regulations. The technical factors include:

- Environmental Compliance Plan
- Operational Plan
- Business and Management Plan
- Safety and Health Plan

The technical proposal shall be sufficiently detailed, specific and complete as to enable Government personnel to make a thorough evaluation of the proposal and a sound determination that the bidder will have a reasonable likelihood of meeting the

requirements and objectives of the Government as set forth in the Invitation for Bids. The technical proposal shall clearly and fully demonstrate that the prospective bidder has a valid and practical solution to the technical problems and risks inherent in ship dismantling. General statements to the effect that the prospective bidder understands, can, or will comply with all Federal, State, local laws and regulations or phrases such as "Standard Procedures will be used" or "Well-known techniques will be utilized" and generalities of textbook theories and techniques, or quotation of regulatory requirements will not constitute compliance with these requirements concerning the content of the technical proposal.

The following Technical Proposal organization is required to facilitate the technical evaluation:

- A. TITLE PAGE
- B. TABLE OF CONTENTS
- C. ENVIRONMENTAL COMPLIANCE PLAN
- D. OPERATIONAL PLAN
- E. BUSINESS AND MANAGEMENT PLAN
- F. SAFETY AND HEALTH PLAN
- G. DRAWINGS
- H. LIST OF APPENDICES

APPENDICES: Supplementary or supporting data as necessary.

TECHNICAL FACTORS

1. ENVIRONMENTAL COMPLIANCE PLAN: All bidders are advised that they and any subcontractors must comply with all applicable Federal, State, and local laws, ordinances and regulations. Provide the following information for the bidder and all subcontractors who will perform work under this contract:

A. Provide the procedures for identification (testing), abatement, removal, treatment, storage, transportation and disposal of all potentially regulated hazardous materials and hazardous waste, and potentially regulated waste (including but not limited to):

1. PCBs (transformers, capacitors, electrical cable, insulation, felt gaskets, thermal and acoustic insulation materials, adhesives, aluminized paint, various rubber and plastic products). Address procedures for each potential PCB application noted.

2. Asbestos - bulkhead and pipe or thermal insulation; bulkhead fire shields; electrical cable materials; brake linings; floor tiles and deck underlay; steam, water and vent flange gaskets; flexitalic gaskets; garlock seals; shaft packing; valve packing; pipe hanger inserts; and weld shop protectors, burn covers, blankets, and any fire fighting clothing or equipment.

3. Fuel oil, hydraulic oil, lubricants/greases/sludges, bilge water, and sump oil
4. Lead, Barium, Cadmium (paint, ballast)
5. Chromium (felt gaskets, sodium chromate fresh water, zinc chromate paint coatings)
6. Mercury (switches, gauges and indicators)
7. Ozone depleting substances (small appliances)
8. Waste water (contaminated during scrapping)
9. Degreasing agents
10. Paints to include enamels, polyurethanes, and water based latex paints.
11. Any caustics used for boilers and cleaning agents
12. Cadmium fasteners

B. Identify Environmental Protection Agency (EPA) identification (ID) numbers and all permits and licenses (Federal, State and local) required to perform this contract, and whether such have already been issued by the cognizant regulatory agency or will be obtained by the bidder or its subcontractors.

C. Identify names, addresses, EPA ID numbers of transporters, and disposal facilities. Provide temporary ID for storage permit and insurance for HM/HW storage. The bidder shall use only the transporters and treatment, storage, and disposal facilities (TSDFs) from the Qualified TSDFs List and Qualified transporters List (see IFB Article ST: USE OF TSDFs AND TRANSPORTERS for additional guidance). This list is available on the World Wide Web (www) at either <http://drms.dla.mil> or <http://drms.dla.mil/drmss/enviro.html>. Bidders who do not have access to the www may request a copy of these lists from the Sales Contracting Officer. (see IFB Article ST: USE OF TSDFs AND TRANSPORTERS for additional guidance). Submit documentation which demonstrates a working relationship with the transporters and facilities you intend to use. This documentation can include manifests, Letter of Intent, etc.

D. Provide a scrap site spill containment/prevention and emergency response plan. Describe measures to be taken to ensure that storm water drainage is not contaminated with hazardous materials remaining on or removed from ship(s).

E. Describe whether you, your company (any and all companies in which you have been a principal) or any

subcontractor, including but not limited to, proposed transporters, treatment, storage and disposal facilities, have within the last five years, received from any Federal, State, or local regulatory agency, to include, but not limited to, environmental (CERCLA, RCRA, and TSCA) or safety (OSHA): a) notices of violation(s); b) fines, c) convictions, or d) present or pending citations? Please provide evidence of final resolution of these actions.

2. OPERATIONAL PLAN: Provide a description of the technical approach planned which shows capability to accomplish removal, demilitarization, abatement, ship dismantling, towing, scrapping, scrap metal handling, and the quality assurance practices planned to ensure compliance with all Federal, State, and local laws and regulations. The technical approach should additionally address the following relative to all work performed under this contract:

- A. Towing operations and Plans. Describe how ships will be towed to ensure safe transport of ship to shipbreaking location.
- B. Provide step by step procedures to be followed when performing ship dismantling:
 - (1) Plans for using dry-dock, slip or other method
 - (2) Measures to ensure stability during hull dismantling
 - (3) Final dismantlement of underwater hull
 - (4) Measures to prevent flooding/sinking of the ship
 - (5) Measures to prevent slag or other contaminants from entering the water

The operational procedures should be in sufficient detail to demonstrate the bidder's ability to meet the timeframes in the contract under Article SJ, subparagraphs 3 and 4 and to demonstrate the bidder's understanding of the scope of the work effort required and the degree of difficulty involved.

- C. Provide a schedule for each ship identified in the proposal showing the progressive order in which the bidder proposes to execute the abatement and dismantling work, to include:
 - (1) Removal of the ship(s)

- (2) Demilitarization of military equipment identified in the Invitation for Bid item description
- (3) Stripping Government property as provided in the Invitation for Bid item description
- (4) Planned completion dates and timeline for each phase of scrapping
- (5) Identify which work items are considered on the critical path to completion of the contract

D. Describe the planned arrangement of facilities to accommodate the flow of hazardous material abatement and complete dismantling to include:

- (1) Production flow of recyclable materials
- (2) Provide layout/arrangement (drawings, plat) of facilities to be used

E. Describe how you propose to monitor the work of all subcontractors to include subcontractors performing hazardous material removal and disposal, and shipbreaking.

F. For those positions requiring training/certification, provide copies of training records/certifications (competent person, abatement personnel, etc.). Provide documentation on the bidder's training program sufficient to demonstrate compliance with:

- (1) Resource Conservation and Recovery Act (RCRA)
- (2) Toxic Substances Control Act (TSCA)
- (3) Department of Transportation (DOT) Administration's
- (4) Hazardous communication standard
- (5) Occupational Safety and Health Act
- (6) Specific work to be performed

G. Describe procedures for securing ships for severe weather (e.g., hurricanes/storms) for all ships, including those temporarily moored pending commencement of dismantling work.

H. Describe the procedures for removing bilge and sump water.

I. Describe procedures to be used in removing fuel and hydraulic oil residue prior to cutting.

3. BUSINESS AND MANAGEMENT PLAN: Provide a description of the firm's management and organization. The proposal shall demonstrate that the corporate and project organization supports the level of effort, environmental, safety and health compliance, and dismantling procedures required for the proposed contract. The bidder must provide itemized cost projections for contract work requirements for Government review to ensure the bidder understands the scope and difficulty of the requirement of the contract.

A. The bidder shall identify and describe his, and all subcontractor's to be used, organizations to manage the scrapping contract including:

- (1) Services to be provided by subcontractors
- (2) Relationship of project organization to other company management structure to include:
 - a. corporate management;
 - b. responsibilities of the project organization and its authority to commit corporate resources to overcome obstacles; and
 - c. level of control of major subcontractors.
- (3) Identify the bidder's primary point of contact for addressing or resolving issues related to the contract.

B. Provide names and resumes of all key personnel of corporation and subcontractors including environmental and site safety program managers who will be involved with the ship scrapping under this RFTP (including period of employment with the company and/or prior employment) and major assistants. Include experience on similar projects.

C. Discuss risk factors which are involved in successfully completing this contract as related to contract requirements, including cutting and scrapping schedule and financial responsibility, and hazardous property abatement and disposal.

D. Provide a cost projection, which demonstrates an understanding of the scope of work, with regard to each of the following contract operations:

- (1) Towing
- (2) Hazardous material abatement and disposal

- (3) All direct costs associated with shipbreaking including labor, equipment and supplies
 - (4) Hazardous waste sampling and disposal
 - (5) All other labor costs, including project administration and oversight
 - (6) Laboratory analysis of samples taken due to unknown constituents.
- E. Provide evidence that the necessary capital is available to cover projected costs (this may be a letter of commitment; the cost projection must be itemized)
- F. Identify the location where shipbreaking is to be conducted, and other information, to include:
- (1) How the ship will be transferred from the Government's facility to the location where shipbreaking is to be conducted.
 - (2) Describe the facilities to be utilized, including available space for mooring ships, piers, dry-docks, and/or marine rails and/or slips, and other industrial equipment
 - (3) Describe the characteristics of the facility such as water depth, accessibility; capacity, and any maintenance or dredging requirements.
 - (4) Describe the layout of the proposed facilities and the proposed mooring plan.
 - (5) Provide evidence of availability of such facilities for the duration of the contract performance, either by ownership, existing lease, or by letter from the facility owners indicating a statement of intent to utilize such facilities for shipbreaking
 - (6) Provide evidence that utilization of any leased facilities, if applicable, allow for shipbreaking operations and that shipbreaking operations are in conformance with local zoning regulations.
 - (7) Identify the past use of the property.
 - (8) Describe the past environmental compliance record of the facility.

- (9) Describe security procedures for ship(s) during nonduty hours.

G. Provide the name, address, phone number, contract number (if applicable) and a brief description of the services, of either commercial concerns or Government agencies, for which prior comparable services have been rendered. Either the experience of the bidder or key individuals who will be active on this contract must be submitted.

4. SAFETY AND HEALTH PLAN:

A. Provide plan for compliance with safety procedures required by OSHA 29 CFR Part 1910 and 29 CFR Part 1915, including, but not limited to:

(1) Diving Operations. Describe diving program and services to be employed, if any, during ship breaking operations.

(2) Confined and Enclosed Spaces. Provide procedures for working in dangerous atmospheres, hot work, permits, gas free certificates, 10 percent PEL, marine chemist's, competent person, testing, respiratory protection, training, hazards, rescue, explosive proof equipment and ventilation.

(3) Welding, cutting and heating. Describe procedures for ventilation, personnel monitoring for lead, cadmium, mercury or beryllium, protection of personnel, training, respiratory protection, torch cutting, permits and inspections.

(4) Fire Prevention/Protection. Describe procedures for fire watch, hazards, fire extinguishers, hose lines, water supply, fire fighting equipment, training, proper handling and storage procedures, and identification of potential ignition sources.

(5) Compressed Gas Cylinders. Describe procedures for transporting, moving, securing and storing, use of hoses and torches.

(6) Scaffolds, Ladders, Other Working Surfaces. Describe use of personal flotation devices, guarding deck openings and edges, platforms, personal fall arrest systems, guardrails and access to ships.

(7) Housekeeping and Temporary Lighting. Provide procedures for work areas, including

aisles, passageways and temporary flooring openings.

(8) Health and Sanitation. Describe washing facilities, showers, eating and smoking areas to be used and toilet facilities and change rooms.

(9) Hazard Communication (chemicals). Describe procedures for providing information to employees, labeling, material data safety sheets (MSDS), employee training, non-routine tasks, multi-employer workplaces, hazards of chemicals; lead, asbestos, cadmium, etc.

(10) Asbestos Abatement Program. Requirements: PEL 0.1 f/cc, excursion limit 1.0 f/cc. Describe multi-employer worksites, regulated areas, qualified person, exposure assessments and monitoring, periodic monitoring, engineering controls and work practices, ventilation, prohibitions, barriers, negative pressure enclosure, glove bag, PPE, laundering, decontamination areas, lunch areas, warning signs, labels, housekeeping, medical surveillance, recordkeeping, inspections, employee information and training.

(11) Gear and Equipment for Rigging and material handling. Describe procedures for testing and inspection of ropes, chains and slings, shackles and hooks, chain falls and pull-lifts, hoisting and hauling equipment and qualification of operators.

(12) Personal Protective Equipment. Provide certifications, eye and noise protection, protection against radiant energy, protection in atmospheres immediately dangerous to life, protection against gaseous and particulate contaminants, head, foot and body protection, personal, personal fall arrest systems, life rings, etc. Describe respirator protection program and hearing conservation program.

(13) Employee Emergency Plans. Describe emergency escape routes, procedures to account for employees during evacuations, alarm systems, weather plan, rescue, medical duties and first aid procedures, treatment of injured personnel, emergency numbers and training.

(14) Lead Abatement Program. Requirement: Action level 30 ug/m³, PEL 50 ug/m³. Describe procedures to used in work operations to provide ventilation, use hygiene facilities and

practices, showers change rooms, warning signs, medical surveillance, biological monitoring, exposure monitoring, testing, work clothing, training, etc.

(15) Spill Containment Program and Emergency Response Plan. Describe operating procedures, medical surveillance, clean up activities, PPE and emergency equipment, health hazards, handling, transporting, labeling and disposing of container, site security and control, response procedures, overall responsibilities, training, etc.

Late Submissions and Modifications of Technical Proposals Under Two-Step Formal Advertising

A. Technical proposals and modifications thereof must be in the possession of the Sales Contracting Officer by 4:30 p.m. Eastern time on April 30, 1998. Any technical proposals or modifications thereof received after 4:30 p.m. Eastern time on April 30, 1998 will not be considered.

B. The only acceptable evidence to establish the time of receipt by the Government is the time/date stamp at the Defense Reutilization and Marketing Service (DRMS) National Sales Office.

EVALUATION CRITERIA

A. The evaluation of each technical factor will consider completeness and clarity, degree of compliance with the solicitation, and the risk that the approach provided will be completely successful as proposed. The following technical factors are considered to be of equal importance:

Environmental Compliance Plan

Operational Plan

Business and Management Plan

Safety and Health Plan

B. Each factor will be rated as acceptable, reasonably susceptible to being made acceptable, or unacceptable. The introduction and any supplementary information provided will be evaluated only in conjunction with the whole technical proposal and only to the extent that they support the individual evaluation factors discussed above. A proposal will not be acceptable unless it is determined acceptable for all factors.

If a proposal contains a significant deficiency for a factor, it will not be considered acceptable for that specific factor. A deficiency is defined as that part of an bidder's proposal which would not satisfy the Government's requirements. Acceptability of each proposal will be based upon (1) compliance with the requirements of the foregoing paragraphs of this Enclosure 1 concerning content of the technical proposal and (2) evaluation of the reasonable likelihood that the proposed plans will meet the contract requirements and objectives.

ORAL OR WRITTEN DISCUSSIONS:

The Government intends to evaluate technical proposals and issue the Invitation for Bid (IFB) without discussions with bidders (except communications conducted for the purpose of minor clarification). Therefore, each initial technical proposal should contain the bidder's best terms from a technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Sales Contracting Officer to be necessary.

NOTIFICATION OF UNACCEPTABLE PROPOSALS:

When a technical proposal is rated unacceptable (either initially or after clarification/discussions), the Sales Contracting Officer will promptly notify the bidder of the basis of the determination and that a revision of the proposal will not be considered. Upon written request and as soon as practical after award, the Sales Contracting Officer will debrief unsuccessful bidders.

MAIL YOUR TECHNICAL PROPOSAL (plus 4 copies) TO:

Defense Reutilization and Marketing Service
Attn: Ms. Wendy Jones
Sales Division, DRMS-LMIB
74 Washington Avenue North
Battle Creek, MI 49017

PROVIDED FOR INFORMATION ONLY.

THE INFORMATION CONTAINED IN THIS ENCLOSURE IS INTENDED TO BE INCLUDED IN THE PROPOSED INVITATION FOR BIDS (IFB) SALES CATALOG, TO BE ISSUED AS STEP TWO OF THIS TWO-STEP SOLICITATION. ANY VARIANCES FROM THIS ENCLOSURE WILL BE HIGHLIGHTED IN THE IFB SALES CATALOG ISSUED IN STEP TWO.

IF AN IFB IS ISSUED IN STEP TWO, THE IFB WILL ONLY BE ISSUED TO BIDDERS WHO HAVE SUBMITTED AN ACCEPTABLE TECHNICAL PROPOSAL IN STEP ONE OF THIS SOLICITATION UNDER RFTP 31-8018.

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TERMS & CONDITIONS OF SALE	36-53
ITEM BID AND AWARD PAGE.....	
END USE CERTIFICATE.....	
STATEMENT OF INTENT.....	

PAYMENTS: All Payments must be made in U.S. Currency in the form of cash, cashier's check, certified check, Traveler's check, bank draft or money order or credit card (Mastercard or Visa only)) and submitted directly to the National Sales Office.

MAIL TO: DEFENSE REUTILIZATION AND MARKETING SERVICE
NATIONAL SALES OFFICE (DRMS-LMIB)
74 N. WASHINGTON
BATTLE CREEK, MI. 49017-3092

OR FAX: 616-961-7568

**ITEMS 1-6 ARE BEING SOLD IN A PREDETERMINED LOT
ITEMS 7- 12 ARE BEING SOLD IN A PREDETERMINED LOT**

ITEM 13 IS BEING SOLD AS AN INDIVIDUAL ITEM

INDIVIDUAL BIDS WILL NOT BE ACCEPTED ON ITEMS BEING SOLD IN PREDETERMINED LOTS. INDIVIDUAL BIDS WILL BE ACCEPTED ON ITEM 13 ONLY.

CONTRACT AWARD WILL BE BASED ON THE PRICE SUBMITTED FOR EACH LOT. HOWEVER, FOR TRACKING PURPOSES IN THE DRMS AUTOMATED SALES PROGRAM, PLEASE PROVIDE PRICES FOR EACH ITEM IN EACH LOT.

**LOT 1, ITEMS 1-6, ARE LOCATED AT SUISUN BAY RESERVE FLEET
BENECIA, CA 94510**

**LOT 2, ITEMS 7-10, ARE LOCATED AT SUISUN BAY RESERVE FLEET
BENECIA, CA 94510**

**LOT 2, ITEMS 11 AND 12, ARE LOCATED AT NISMF PEARL HARBOR, HI
WAIPAHU, HI 96797-3272**

**ITEM 13, IS LOCATED AT MARE ISLAND, VALLEJO, CA 94590, BUT
MAY BE MOVED ELSEWHERE IN THE SAN FRANCISCO BAY AREA
PRIOR TO CONTRACT AWARD**

**INDIVIDUAL BIDS WILL NOT BE ACCEPTED ON ITEMS SOLD IN LOTS.
INDIVIDUAL BIDS WILL BE ACCEPTED ON ITEM 13 ONLY.**

Ships are available for inspection by appointment only Monday through Friday, excluding holidays, between the hours of 0800 - 1500. Appointment must be made 7 days in advance. Please submit a fax on company letterhead providing the name, social security, employer, and vehicle description for each individual inspecting these ships. Fax to (360)476-8665 for ships at Suisun Bay and Mare Island and (808)471-4524 for ships at Pearl Harbor.

THE GOVERNMENT DOES NOT WARRANT OR GUARANTEE, BY EXPRESSION OR IMPLICATION, THE SIZE, TONNAGE, OR OTHER DESCRIPTIONS OF THE SHIPS.

LOT 1

1. GUIDED MISSILE CRUISER, EX-JOUETT, CG-29:

BUILT 1964 BY PUGET SOUND NAVAL SHIPYARD. STEEL HULL WITH ALUMINUM SUPERSTRUCTURE

CHARACTERISTICS

Length	547'
Beam.....	54' 8"
Draft.....	fwd.....13' 6"
	mid.....16'
	aft.....19'
Main Engines...2...	Geared Turbine Delaval
Boilers...4...	Combustion Engineering

THERE HAS BEEN EXTENSIVE STRIPPING AND REMOVAL OF EQUIPMENT IN ALL AREAS OF THE SHIP. THE SHIP HAS BEEN SUBJECTED TO PRECIOUS METALS RECOVERY.

It is the opinion of the Government that the hull is in good condition.

Displacement tons: ESTIMATED 6,375 TONS - BASED ON WATERLINE SURVEY

Each bidder must inspect the ship.

Boilers... 4... Combustion Engineering

THERE HAS BEEN EXTENSIVE STRIPPING AND REMOVAL OF EQUIPMENT IN ALL AREAS OF THE SHIP. THE SHIP HAS BEEN SUBJECTED TO PRECIOUS METALS RECOVERY.

It is the opinion of the Government that the hull is in fair condition.

Displacement tons: ESTIMATED 6,305 TONS - BASED ON WATERLINE SURVEY

Each bidder must inspect the ship.

MAJOR ITEMS OF EQUIPMENT REMAINING ON BOARD THE SHIP:

Machine Shop

- 1. 1 ea. - Lathe**
- 2. 1 ea. - Drill**
- 3. 1 ea. - Milling Machine**
- 4. 1 ea. - Grinder**

The Main Anchor and chain are not included as part of the ship sale.

This ship must be scrapped to the extent specified in Article SJ.

DEMIL CODE: D

DEMILITARIZATION: Keypoint demilitarization was previously completed so as to preclude restoration or repair to a usable condition. All guided missile launching systems, mounts and fire control systems; sonar domes, transducers and associated equipment; torpedo tubes, gun mounts and any other weapon systems must be further and totally destroyed by melting, cutting, tearing, scratching, crushing or breaking the item and components.

CONTACT: PETE GALASSI PHONE (360)476-3510

LOCATION: SUISUN BAY RESERVE FLEET, BENECIA, CA

1 EACH

END USE CERTIFICATE AND STATEMENT OF INTENT APPLIES AND MUST BE COMPLETED AND SUBMITTED WITH BIDS FOR THIS ITEM.

3. GUIDED MISSILE CRUISER, EX-STERRETT, CG-31:

BUILT BY PUGET SOUND NAVAL SHIPYARD, COMPLETED JUNE 1964, STEEL HULL WITH ALUMINUM SUPERSTRUCTURE

CHARACTERISTICS

Length.....547' 0"

Beam.....54' 8"
 Draft.....fwd.....11' 0"
 mid.....14' 6"
 aft.....18'
 Main Engines... 2... Geared Turbine Delaval
 Boilers... 4... Combustion Engineering

THERE HAS BEEN EXTENSIVE STRIPPING AND REMOVAL OF EQUIPMENT IN ALL AREAS OF THE SHIP. THE SHIP HAS BEEN SUBJECTED TO PRECIOUS METALS RECOVERY.

It is the opinion of the Government that the hull is in good condition.

Displacement tons: ESTIMATED 6,206 TONS (BASED ON WATERLINE SURVEY)

Each bidder must inspect the ship.

MAJOR ITEMS OF EQUIPMENT REMAINING ON BOARD THE SHIP:

<u>Industrial Plant Equipment</u>	<u>Location</u>
1. Buffalo N18 Drill	2-152-0-Q
2. K.R. Wilson 60 Ton Press	"
3. Lablond 4' X 30" Lathe	"

Other Equipment and Material

1. Miller Welder SRH-333	1-35-5-L
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The Main Anchor and chain and 6 each extra anchors are not included as part of the ship sale.

This ship must be scrapped to the extent specified in Article SJ.

DEMIL CODE: D

DEMILITARIZATION: Keypoint demilitarization was previously completed so as to preclude restoration or repair to a usable condition. All guided missile launching systems, mounts and fire control systems; sonar domes, transducers and associated equipment; torpedo tubes, gun mounts and any other weapon systems must be further and totally destroyed by melting, cutting, tearing, scratching, crushing or breaking the item and components.

CONTACT: PETE GALASSI PHONE (360)476-3510

LOCATION: SUISUN BAY RESERVE FLEET, BENECIA, CA

1 EACH

END USE CERTIFICATE AND STATEMENT OF INTENT APPLIES AND MUST BE COMPLETED AND SUBMITTED WITH BIDS FOR THIS ITEM.

4. GUIDED MISSILE CRUISER, EX-WILLIAM H. STANDLEY, CG-32:

**BUILT BY BATH IRON WORKS CORPORATION, COMPLETED DECEMBER 1964,
STEEL HULL WITH ALUMINUM SUPERSTRUCTURE**

CHARACTERISTICS

Length.....547' 0"
 Beam.....54' 8"
 Draft.....fwd.....10' 0"
 mid.....14'
 aft.....18'
 Main Engines... 2... Geared Turbine Delaval
 Boilers... 4... Combustion Engineering

**THERE HAS BEEN EXTENSIVE STRIPPING AND REMOVAL OF EQUIPMENT IN ALL
AREAS OF THE SHIP. THE SHIP HAS BEEN SUBJECTED TO PRECIOUS METALS
RECOVERY.**

It is the opinion of the Government that the hull is in good condition.

Displacement tons: ESTIMATED 6,101 TONS (BASED ON WATERLINE SURVEY)

Each bidder must inspect the ship.

MAJOR ITEMS OF EQUIPMENT REMAINING ON BOARD THE SHIP:

<u>Industrial Plant Equipment</u>	<u>Location</u>
1. Buffalo N18 Drill Press	2-152-0-Q
2. Sheetmetal Brack 4'	"
3. Milling Mach Mod H	"
4. Leblond 4 X 10" Lathe	"
5. 10 Ton Hyd Press	"

Other Equipment and Material

1. Miller Welder	2-152-0-Q
2. Galley Equipment	1-92-0-L

The Main Anchor and chain are not included as part of the ship sale.

This ship must be scrapped to the extent specified in Article SJ.

DEMIL CODE: D

DEMILITARIZATION: Keypoint demilitarization was previously completed so as to preclude restoration or repair to a usable condition. All guided missile launching systems, mounts and fire control systems; sonar domes, transducers and associated equipment; torpedo tubes, gun mounts and any other weapon systems must be further and totally destroyed by melting, cutting, tearing, scratching, crushing or breaking the item and components.

CONTACT: PETE GALASSI PHONE (360)476-3510

This ship must be scrapped to the extent specified in Article SJ.

DEMIL CODE: D

DEMILITARIZATION: Keypoint demilitarization was previously completed so as to preclude restoration or repair to a usable condition. All guided missile launching systems, mounts and fire control systems; sonar domes, transducers and associated equipment; torpedo tubes, mounts and any other weapon systems must be further and totally destroyed by melting, cutting, tearing, scratching, crushing or breaking the item and components.

CONTACT: PETE GALASSI PHONE (360)476-3510

LOCATION: SUISUN BAY RESERVE FLEET, BENECIA, CA

1 EACH

END USE CERTIFICATE AND STATEMENT OF INTENT APPLIES AND MUST BE COMPLETED AND SUBMITTED WITH BIDS FOR THIS ITEM.

6. SHIP, FRIGATE, EX-MEYERKORD, FF-1058

BUILT BY TODD SHIPYARDS, COMPLETED JULY 1966, STEEL HULL WITH ALUMINUM SUPERSTRUCTURE, ONE BRONZE PROPELLER

CHARACTERISTICS

Length.....	438' 0"
Beam.....	46' 0"
Draft.....fwd.....	10' 8"
aft.....	15' 8"
Main Engines...1... Westinghouse	
Boilers...2...Babcox & Wilcox or Foster-Wheeler	

THERE HAS BEEN EXTENSIVE STRIPPING AND REMOVAL OF EQUIPMENT IN ALL AREAS OF THE SHIP. THE SHIP HAS BEEN SUBJECTED TO PRECIOUS METALS RECOVERY.

It is the opinion of the Government that the hull is in good condition.

DISPLACEMENT TONS: ESTIMATED 3,011 TONS (BASED ON WATERLINE SURVEY)

Each bidder must inspect the ship.

This ship must be scrapped to the extent specified in Article SJ.

DEMIL CODE: D

DEMILITARIZATION: Keypoint demilitarization was previously completed so as to preclude restoration or repair to a usable condition. All guided missile launching systems, mounts and fire control systems; sonar domes, transducers and associated equipment; torpedo tubes, gun mounts and

any other weapon systems must be further and totally destroyed by melting, cutting, tearing, scratching, crushing or breaking the item and components.

CONTACT: PETE GALASSI PHONE (360)476-3510

LOCATION: SUISUN BAY RESERVE FLEET, BENECIA, CA

1 EACH

THE SHIPS ANCHOR AND CHAIN ARE NOT INCLUDED IN SALE. SHORE POWER SWITCHBOXES AND THE FLOOD ALARM SYSTEM ARE NOT INCLUDED IN THE SALE.

END USE CERTIFICATE AND STATEMENT OF INTENT APPLIES AND MUST BE COMPLETED AND SUBMITTED WITH BIDS FOR THIS ITEM.

LOT 2**7. GUIDED MISSILE CRUISER, EX-HALSEY, CG-23:**

**BUILT BY SAN FRANCISCO NAVAL SHIPYARD, COMPLETED JANUARY 1962,
STEEL HULL WITH ALUMINUM SUPERSTRUCTURE**

CHARACTERISTICS

Length.....533' 0"
 Beam.....54' 9"
 Draft.....fwd.....12' 0"
 mid.....15' 6"
 aft.....19' 0"
 Main Engines...2... Allis Chalmers
 Boilers...4... Combustion Engineering

**THERE HAS BEEN EXTENSIVE STRIPPING AND REMOVAL OF EQUIPMENT IN ALL
AREAS OF THE SHIP. THE SHIP HAS BEEN SUBJECTED TO PRECIOUS METALS
RECOVERY.**

It is the opinion of the Government that the hull is in good condition.

Displacement tons: ESTIMATED 5,985 TONS (BASED ON WATERLINE SURVEY)

Each bidder must inspect the ship.

MAJOR ITEMS OF EQUIPMENT REMAINING ON BOARD THE SHIP:

<u>Industrial Plant Equipment</u>	<u>Location</u>
1. Shipley Lathe 14"	1-73-3-Q
2. Buffalo Mod 18 Drill Press	"

Other Equipment and Material

1. Galley Equipment	1-92-0-L
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The Main Anchor and chain are not included as part of the ship sale.

This ship must be scrapped to the extent specified in Article SJ.

DEMIL CODE: D

DEMILITARIZATION: Keypoint demilitarization was previously completed so as to preclude restoration or repair to a usable condition. All guided missile launching systems, mounts and fire control systems; sonar domes, transducers and associated equipment; torpedo tubes, ASROC launchers and any other weapon systems must be further and totally destroyed by melting, cutting, tearing, scratching, crushing or breaking the item and components.

CONTACT: PETE GALASSI PHONE (360)476-3510

- | | |
|-------------------------------|-----------|
| 1. Miller Welder | 1-72-3-Q |
| 2. Galley Equipment | 1-92-0-L |
| 3. Saturn T-1000 Gas Turbine | 1-20-0-E |
| 4. Cissell 50lb Dryers (2 ea) | 2-194-0-Q |
| 5. Forenta Presses (3 ea) | “ |
| 6. Dynawash Mod PNSWE | “ |

The Main Anchor and chain, ribbon boards (exterior bridge P/S), 5 ea. 13000# anchors (fantail), and 2 ea. 20000# anchors (fantail) are not included as part of the ship sale.

This ship must be scrapped to the extent specified in Article SJ.

DEMILITARIZATION: Keypoint demilitarization was previously completed so as to preclude restoration or repair to a usable condition. All guided missile launching systems, mounts and fire control systems; sonar domes, transducers and associated equipment; torpedo tubes, ASROC launchers and any other weapon systems must be further and totally destroyed by melting, cutting, tearing, scratching, crushing or breaking the item and components.

DEMIL CODE: D

CONTACT: PETE GALASSI PHONE (360)476-3510

LOCATION: SUISUN BAY RESERVE FLEET, BENECIA, CA

1 EACH

END USE CERTIFICATE AND STATEMENT OF INTENT APPLIES AND MUST BE COMPLETED AND SUBMITTED WITH BIDS FOR THIS ITEM.

11. GUIDED MISSILE CRUISER, EX-REEVES, CG-24:

BUILT BY PUGET SOUND NAVAL SHIPYARD, COMPLETED MAY 1962, STEEL HULL WITH ALUMINUM SUPERSTRUCTURE

CHARACTERISTICS

Length.....	533' 0"
Beam.....	54' 9"
Draft.....	fwd.....14' 2"
	aft.....16' 9"
Main Engines... 2...	Geared Turbines, Allis Chalmers
Boilers... 4...	Foster Wheeler

THERE HAS BEEN EXTENSIVE STRIPPING AND REMOVAL OF EQUIPMENT IN ALL AREAS OF THE SHIP. THE SHIP HAS BEEN SUBJECTED TO PRECIOUS METALS RECOVERY.

It is the opinion of the Government that the hull is in fair condition.

Displacement tons: ESTIMATED 5,611 TONS (BASED ON WATERLINE SURVEY)

Each bidder must inspect the ship.

MAJOR ITEMS OF EQUIPMENT REMAINING ON BOARD THE SHIP:

Industrial Plant Equipment

- 1. Hydraulic Press**
- 2. Milling Mach**
- 3. Grinder**

Other Equipment and Material

- 1. (4) Steam Presses**
- 2. (2) Washers**
- 3. (3) Dryers**

The Main Anchor and chain, fire and flooding alarm system, fenders, chains, wire and mooring lines are not included as part of the ship sale.

This ship must be scrapped to the extent specified in Article SJ.

DEMIL CODE: D

DEMILITARIZATION: Keypoint demilitarization was previously completed so as to preclude restoration or repair to a usable condition. All guided missile launching systems, mounts and fire control systems; sonar domes, transducers and associated equipment; torpedo tubes, ASROC launchers and any other weapon systems must be further and totally destroyed by melting, cutting, tearing, scratching, crushing or breaking the item and components.

CONTACT: WALT LEONARD, PHONE (808)471-4521

LOCATION: NISMF PEARL HARBOR, WAIPAHU, HI 96797-3272

1 EACH

END USE CERTIFICATE AND STATEMENT OF INTENT APPLIES AND MUST BE COMPLETED AND SUBMITTED WITH BIDS FOR THIS ITEM.

12. GUIDED MISSILE CRUISER, EX-WORDEN, CG-18:

BUILT BY BATH IRON WORKS CORPORATION, COMPLETED JUNE 1962, STEEL HULL WITH ALUMINUM SUPERSTRUCTURE

CHARACTERISTICS

Length.....	533' 0"
Beam.....	54' 9"
Draft.....	fwd.....14' 9"
	aft.....16' 5"
Main Engines... 2... Geared Turbines, General Electric	
Boilers... 4... Babcox and Wilcox	

THERE HAS BEEN EXTENSIVE STRIPPING AND REMOVAL OF EQUIPMENT IN ALL AREAS OF THE SHIP. THE SHIP HAS BEEN SUBJECTED TO PRECIOUS METALS RECOVERY.

It is the opinion of the Government that the hull is in fair condition.

Displacement tons: ESTIMATED 5,267 TONS (BASED ON WATERLINE SURVEY)

Each bidder must inspect the ship.

MAJOR ITEMS OF EQUIPMENT REMAINING ON BOARD THE SHIP:

Industrial Plant Equipment

1. (2) Welding Machines
2. (1) Lathe
3. (1) Drill Press
4. Vices

Other Equipment and Material

1. (3) Steam Presses
2. (3) Washers
3. (2) Dryers

The Main Anchor and chain, fire and flooding alarm system, fenders, chains, wire and mooring lines are not included as part of the ship sale.

This ship must be scrapped to the extent specified in Article SJ.

DEMIL CODE: D

DEMILITARIZATION: Keypoint demilitarization was previously completed so as to preclude restoration or repair to a usable condition. All guided missile launching systems, mounts and fire control systems; sonar domes, transducers and associated equipment; torpedo tubes, ASROC launchers and any other weapon systems must be further and totally destroyed by melting, cutting, tearing, scratching, crushing or breaking the item and components.

CONTACT: WALT LEONARD, PHONE (808)471-4521

LOCATION: NISMF PEARL HARBOR, WAIPAHU, HI 96797-3272

1 EACH

END USE CERTIFICATE AND STATEMENT OF INTENT APPLIES AND MUST BE COMPLETED AND SUBMITTED WITH BIDS FOR THIS ITEM.

INDIVIDUAL ITEM

13. AIRCRAFT, CARRIER, EX-ORISKANY, CVA-34:

BUILT BY NEW YORK NAVY YARD, COMPLETED OCTOBER 1945, STEEL HULL

CHARACTERISTICS

Length Overall.....910' 7"

Length between perpendiculars.....820' 0"

Frame Spacing.....4' 0"

Projection FWD of FWD Perpendiculars.....50' 8"

Projection AFT of AFT Perpendiculars.....40' 1"

Breadth Extreme Flight Deck193' 0"

Breadth, molded, Main Deck (Mid-Perp)....160' 7"

Breadth Extreme Main Deck (Fr. 115,150)..142' 9"

Depth, Molded, Main Deck.....54' 8"

Depth, Molded, Forecastle Deck.....63' 1"

Draft Forward.....21' 3"

Draft Aft.....26' 3"

Height (highest point on ship).....132' 0"

Length, Vertical Keel.....664' 0"

Length, Beam Ratio.....7.73

THERE HAS BEEN EXTENSIVE STRIPPING AND REMOVAL OF EQUIPMENT IN ALL AREAS OF THE SHIP. THE SHIP HAS BEEN SUBJECTED TO PRECIOUS METALS RECOVERY.

It is the opinion of the Government that the hull is in fair condition.

Displacement tons: ESTIMATED 31,850 TONS (BASED ON WATERLINE SURVEY)

Each bidder must inspect the ship.

MAJOR ITEMS OF EQUIPMENT REMAINING ON BOARD THE SHIP:

- 4 ea. Turbines, Main Propulsion, high pressure, Westinghouse**
- 4 ea. Turbines, Main Propulsion, low pressure, Westinghouse**
- 4 ea. Gear, Reduction, Main Propulsion, Westinghouse**
- 4 ea. Propellers/Shafter, Main Propulsion**
- 8 ea. Boilers, Babcox and Wilcox**
- 16 ea. Blower, Force draft**
- 4 ea. Condensers, main**
- 2 ea. Deaerating tank**
- 4 ea. Condenser, auxiliary**
- 3 ea. Generator, Ship service, 1700 KW A/C**
- 5 ea. Pump, Condensate**

3 ea. Pump, Circulating
7 ea. Pump, Fire and Flushing
5 ea. Pump, Main Feed, Steam
4 ea. Pump, Main Fuel
4 ea. Pump, Main Fuel Oil Boster, Steam
4 ea. Pump, Lube Oil, Steam
2 ea. Pump, Saltwater, Electric
3 ea. Pump, Brine
1 ea. Pump, Condensate
1 ea. Pump, Distillate
2 ea. Pump, Steering Gear, Hydraulic
2 ea. Evaporator, Plant, Triple Effect
1 ea. Evaporator, Plant
5 ea. Compressor, Air Electric
2 ea. Generator, Emergency, 850 KW AC, Fairbanks Morse

Hanger Deck:

8 ea. Winches, Electric
1 ea. Antenna, Pedestal

Numerous Life Vest Racks.

Ammunition Magazine:

4 ea. Compasses, Repeaters

Various Electric motors, search lights, work lights, running lights, florescent area lights, electrical cable and electrical boxes.

Print Shop:

1 ea. Paper Drill
1 ea. Paper Cutter
3 ea. Printers

Sheet Metal Shop:

1 ea. Drill Press
1 ea. Hack Saw

Machine Shop:

1 ea. Drill Press
1 ea. Mill
1 ea. Grinding Wheel
2 ea. Lathers

This ship must be scrapped to the extent specified in Article SJ.

DEMIL CODE: D

CONTACT: PETE GALASSI PHONE (360)476-3510

LOCATION: MARE ISLAND NAVAL SHIPYARD, VALLEJO, CA

1 EACH

THERE ARE TANKS OF BALLAST WATER ON BOARD THAT CONTAIN REGULATED AMOUNTS OF SODIUM CHROMATE. PURCHASER IS CAUTIONED THAT IT IS SOLELY RESPONSIBLE TO ASCERTAIN THE EXTENT TO WHICH FEDERAL ENVIRONMENTAL LAWS AND OTHER STATE AND LOCAL STATUTES AND REGULATIONS MAY AFFECT IT AND COMPLY THEREWITH.

STRIPPING: CUT AND REMOVE THE SHIPS NAME FROM THE STERN OF THE SHIP. CUT AT LEAST SIX (6) INCHES AROUND THE RAISED LETTERING. CONTACT THE FOLLOWING FOR PICKUP:

**NATIONAL MUSEUM OF NAVAL AVIATION
ROBERT MACON, DIRECTOR
1750 RADFORD BLVD, SUITE C
PENSACOLA, FL 32508-4502
TEL: 850-452-3604, X119**

DECLASSIFICATION: Declassification was previously completed. However, unclassified documents labeled "For Official Use Only", primarily located in the Supply Department Office, Compartment B-201-2-L, must be removed and destroyed as a condition of sale.

DEMILITARIZATION: See enclosure 10, Demilitarization Certification, to the pre-disposal documentation provided at the time of inspection. The following items require demilitarization as specified in enclosure 10:

**Catapult Cylinders
Catapult Covers
Sonar Transducers
Aircraft Carrier Catapults
Arresting Gear**

Keypoint demilitarization was previously completed so as to preclude restoration or repair to a usable condition. All gun mounts and any other weapon systems must be further and totally destroyed by melting, cutting, tearing, scratching, crushing or breaking the item and components. Additionally, catapults and arresting gear equipment must be removed and demilitarized in accordance with NAVSEA Ltr 4710 ser 335D/2391 of 18 Jul 95, a copy of which is included in the pre-disposal documentation provided during the mandatory ship inspection prior to submission of proposals.

CONDITION OF SALE REMOVALS: As a condition of sale, the purchaser is required to remove (without further demilitarization) the SPS-30 Radar Antenna and the SPS-37/43 Radar Antenna Pedestal and large round reflector, stowed in the hanger bay, and make it available for pickup by the Aircraft Carrier Hornet Foundation (ACHF). ACHF point of contact is Pete Clayton, (619)461-9579.

END USE CERTIFICATE AND STATEMENT OF INTENT APPLIES AND MUST BE COMPLETED AND SUBMITTED WITH BIDS FOR THIS ITEM.

A. ENVIRONMENTAL AND SAFETY INFORMATION INSTRUCTIONS AND TERMS AND CONDITIONS:

Bidders are advised that they, not the Government, are responsible for obtaining all hazardous property information necessary to satisfy all standards required of a ship owner regarding the location, quantity, and content of asbestos on the ship(s) under 29 CFR 1915.1001(k), as well as for the information necessary to satisfy any other standards required of a ship/facility owner regarding the location, quantity, and content of any other hazardous property absent on the ship(s) offered under this IFB, under any other Federal or state statute or regulation. As the contracting activity, DRMS will provide all information available to it regarding hazardous property on the ship(s) offered under this IFB. However, it is the bidder's responsibility to ensure that the standards cited above, as well as any other Federal, state, or local laws or regulations pertaining to these ship(s), are complied with.

FUEL OIL RESIDUALS: The Purchaser is cautioned that fuel oil residuals that are present on these ship(s) may be a RCRA regulated waste. Pre-disposal documentation includes liquid load documentation which provides tank soundings and the volume of fuel oil remaining after stripping to low suction.

SODIUM CHROMATE: All tanks containing water which was added prior to 1990 for stability purposes while the ship was active or undergoing inactivation have been tested for sodium chromate concentrations. The pre-disposal documentation included these results and identified any water tanks that remain on board with regulated concentrations of chromate.

COATINGS: Ships of this type contain paint coatings that are lead or zinc oxide or chromate based. Due to the age of the ships, all coating must be assumed to be lead and/or zinc chromate based. The purchaser must implement controls required by OSHA and other regulations concerning worker safety and environmental compliance.

ASBESTOS:

(A) Ships of this type contain asbestos in the following applications:

- bulkhead and pipe insulation
- bulkhead fire shield
- uptake space insulation
- exhaust duct insulation
- some electrical cable materials
- brake linings
- floor tiles and deck underlay
- steam, water and vent flange gaskets
- flexitalic gaskets
- garlock seals
- shaft packing
- valve packing
- pipe hanger inserts
- weld shop protectors and burn covers
- any other type of thermal insulating material

(B) The access door(s) to compartments containing asbestos insulation have been labeled to indicate that asbestos is present and whether the asbestos insulation is in a friable or non-friable condition. The pre-disposal documentation includes a Asbestos Survey Report which is a compartment listing which is provided at the time of inspection. The compartment listing does not represent or characterize the total quantity of asbestos containing materials (ACM) throughout the ship. Bidders are cautioned that ACM may also be located underneath non-asbestos containing material. The compartment listing provides notification that ACM is present and whether it is in a friable or non-friable condition. Asbestos is a major health hazard as it enters the air as fibers or dust through operations such as ripout and removal. Compliance with OSHA (29 CFR, Part 1910), EPA (40 CFR, Part 61.02) and other agencies' regulations is required to ensure worker safety and proper disposal of asbestos containing materials. Access to the area shall be restricted to persons whose work requires their presence. Posted asbestos warning signs are not intended to substitute for asbestos danger signs required during asbestos remediation work. **THE GOVERNMENT EXPRESSLY DOES NOT WARRANT OR REPRESENT THAT COMPARTMENTS NOT POSTED WITH ASBESTOS WARNING LABELS DO NOT CONTAIN ASBESTOS.**

(C) The Purchaser shall be responsible for removing and disposing of all Asbestos in accordance with applicable Federal, State, and local laws and regulations. Further, each bidder shall rely on his own inspection in determining the method and extent of asbestos removal required under applicable laws and regulations. **THE GOVERNMENT EXPLICITLY DOES NOT WARRANT THAT THE ITEMS IDENTIFIED IN THE ASBESTOS SURVEY REPORT ARE THE ONLY ITEMS WHICH CONTAIN ASBESTOS IN REGULATED QUANTITIES.**

PCB ITEMS:

(A) A polychlorinated biphenyl (PCB) inventory of all electrical and electronic equipment that contain or are suspected to contain PCB transformers and large capacitors has been accomplished and is provided with the pre-disposal documentation at the time of inspection. PCB labels are attached to the equipment for easy identification and each equipment is assigned a serialized number on the inventory for tracking purposes. This inventory represents the Navy's knowledge of the quantity of PCB transformers and large capacitors on board. **THE GOVERNMENT EXPLICITLY DOES NOT WARRANT THAT THE ITEMS IDENTIFIED IN THE PCB INVENTORY OR ITEMS POSTED ARE THE ONLY ITEMS WHICH CONTAIN PCBs IN REGULATED QUANTITIES.**

(B) A PCB sampling and laboratory analysis survey has been accomplished of potentially PCB solid materials on the ship and is provided with the pre-disposal documentation at the time of inspection. PCBs in concentrations regulated by Federal, State, and local laws and regulations exist on board the ship. The PCB Survey was distributed to parties who inspected the ships. The following applications may be found to contain regulated concentrations of solid PCBs:

- Ventilation duct flange gaskets, felt and rubber;
- Electrical cable insulation and other non-metallic components of cable;
- Fluorescent light ballast starters and potting;
- Bulkhead and pipe insulation;
- Foam rubber/plastic anti-sweat insulation used on hull surfaces and cold water piping;
- Cork hull anti-sweat insulation;
- Other rubber items such as pipe hanger rubber blocks, snubbers, bumpers, shock and

vibration mounts, pads, spools, hatch gaskets, O-rings, packing and grommets, etc.;
 Adhesive tapes and double-backed adhesive tapes;
 Aluminized paints;
 Any gloss oil-based paints; any oils and greases.

All regulated PCB items must be removed and disposed of in accordance with applicable Federal, State, and local regulations.

THE GOVERNMENT EXPLICITLY DOES NOT WARRANT THAT THE PCB ITEMS IDENTIFIED IN THE SURVEY REPORT ARE THE ONLY REGULATED PCB ITEMS ON BOARD, NOR THAT THE SURVEY REPORT IS REPRESENTATIVE OF THE QUANTITY OF PCB CONCENTRATIONS IN ALL LOCATIONS OR MATERIALS ON BOARD.

(C) The Purchaser shall be responsible for identifying, handling, and disposing of all items containing PCB contamination in quantities regulated under applicable Federal, State, and local laws and regulations in accordance with applicable Federal, State, and local laws and regulations. (See Sale by Reference, including Part 7, Article R, and Invitation for Bids Conditions of Sale, Articles SB, SE, SG, SJ, and SL).

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS:

At a minimum, dismantling and scrapping must be in accordance with OSHA regulations at 29 CFR Parts 1910 and 1915, Shipbreaking.

ENVIRONMENTAL PROTECTION: All bidders are advised that they must comply with all applicable Federal, State, and local laws, ordinances, regulations, etc., with respect to human safety and the environment during the processing, use or disposal of material purchased from the Department of Defense under this contract.

REGULATED SUBSTANCES: PCB, asbestos or other hazardous or toxic items or components not identified in the item description may remain on the ship being offered in this Invitation for Bids. Strict adherence to Federal environmental statutes, U.S. Environmental Protection Agency (EPA) regulations, State and local environmental laws and regulations are required for this item. Purchaser is cautioned that it is solely responsible to ascertain the extent to which Federal environmental laws and other State and local statutes and regulations may effect it and comply therewith.

RESOURCE CONSERVATION AND RECOVERY ACT NOTICE: EPA Hazardous Waste Regulations, 40 CFR Part 260 et seq., published at 45 Federal Register 33063-33285, May 19, 1980, became effective on November 19, 1980. These cradle-to-grave regulations detail the responsibilities of generators, transporters, treaters, storers, and disposers of hazardous waste. Civil and criminal penalties are available for noncompliance. While the material offered under this solicitation is not subject to these regulations in its present form, subsequent actions taken with regard to the material may cause a hazardous waste to come into existence. Bidders are cautioned that he is solely responsible to ascertain the extent to which these regulations effect it and comply therewith.

B. TERMS & CONDITIONS OF SALE

IN ADDITION TO THE ABOVE, THE FOLLOWING IS ALSO INCORPORATED AS PART OF THIS SALE

The following General Information and Instructions and Special Conditions of Sale contained in Defense Reutilization and Marketing Service pamphlet entitled "Sale by Reference - Instructions, Terms and Conditions Applicable to Department of Defense Personal Property Offered for Sale by Defense Reutilization and Marketing Service, March 1994", are hereby incorporated by reference and become a part of this IFB and any resulting contract:

Part 1: General Information and Instructions (DRMS Form 81, Oct 93).

Part 2: General Sale Terms and Conditions (Standard Form 114C, Jun 86 ed.; and DRMS Form 84, Oct 93), All Conditions, except Condition No.s 4, 7, 9, 28, and 30.

Part 3: Special Sealed Bid Conditions (Standard Form 114C-1, Jan 70 ed.; and DRMS Form 99, Oct 93), All Conditions except Condition A, and D. **Condition E applies to predetermined lots only. Condition E does not apply to individual line items in this IFB.**

Part 5: Additional Special Circumstance Conditions (DRMS Form 86, Oct 93) as follows:

- Article B: Convict Labor
- Article C: Contract Work Hours and Safety Standards Act-Overtime Compensation
- Article D: Liability and Insurance
- Article E: Paper Records and Documents
- Article F: Privacy Act Materials
- Article I: Military Munitions List Items (MLI)
- Article K: Munitions List and Strategic List Items (MLI/SLI) Compliance

Part 6: Additional Special Circumstance Conditions- demilitarization and Mutilation (DRMS Form 95, Oct 93) as follows:

- Article B: Demilitarization or Mutilation on Other Than Government Premises
- Article D: Change in Contract Requirements
- Article E: Qualification of Bidders
- Article F: Subcontracts
- Article G: Government May Enter Premises
- Article H: Mutilation of Chlorobromomethane Fire Extinguishers

Part 7: Additional Special Circumstance Conditions-Hazardous and Dangerous Property (DRMS Form 98, Oct 93) as follows:

- Article C: Transporting Hazardous Material
- Article E: Dangerous Property

Article F: Compressed Gas Cylinders
*Article J: Respiratory Protection Program
*Article L: Asbestos
*Article M: Packaging, Marking and Disposal of Asbestos
*Article N: Asbestos Dust Control, Housekeeping and Clean-Up Procedure
*Article O: Protective Clothing
Article R: Disposition and Use of Hazardous Property
Article S: Government's Right of Surveillance
Article U: Record Maintenance
Article W: Radioactive Material

*** SEE REVISIONS TO THESE ARTICLES IN THIS IFB**

**C. THE FOLLOWING DRMS SHIP SALE ARTICLES (Not Part of Sale By Reference)
ALSO APPLY AND CONSTITUTE TERMS AND CONDITIONS OF SALE:**

Reporting Articles

Article SN: Records, Progress Schedule, and Progress Report
Article SS: Incident Reporting

Environmental Articles

Article SB: Manifesting
Article SE: Generator Duties
Article SG: State Regulated Hazardous Waste
Article SK: Hazardous Property
Article SL: Permits
Article SQ: Scope of Work (Asbestos)
Article ST: Use of TSDFs and Transporters
Article TA: Segregation of Hazardous Waste

Payments, Defaults and Penalty Articles

Article SI: Storage Charges/Late Removal Charges
Article SO: Default in Performance of Scrapping,
Demilitarization and/or Stripping
Article SP: Default (Failure to Pay or Remove Ship(s) Within
Time Required by the Contract
Article SH: Bid Deposit and Payment

Operational Articles

Article SJ: Scrap Warranty
Article SC: Contract Performance

Article TC: Removal

Other Articles

Article SA: Title

Article SF: Risk of Loss

Article SM: Government Right of Inspection and Surveillance

Article SR: Prohibition on Use of Ship

Article SU: Termination for the Convenience of the Government

Article SV: Stop Work Order

Article SW: Contract Award

Article SX: Performance Bond

Article SY: Classified Material

Article SZ: Special Standards of Responsibility

Article TB: Severability

Article TC: Equal Opportunity

Reporting Articles

ARTICLE SN: RECORDS, PROGRESS SCHEDULE, AND PROGRESS REPORT.

(A) The Purchaser agrees to maintain all books, records detailing contract expenses and revenue, and other documents used to perform the contract and make such documents available to the Government for review and audit purposes. The Purchaser must further maintain such records for a period of two years after contract completion or for such a time as the Purchaser, for its own purposes, retains such books, records, and other documents, whichever is longer. The Purchaser agrees to furnish to the Sales Contracting Officer (SCO) a monthly report showing performance which has been accomplished to date of the report. The report shall be submitted by the 5th calendar day of the month and shall include the following information:

- (1) Progress achieved since the previous progress report including status of hazardous material abatement and disposal, approximate tonnage of scrap metals and equipment removed and shipped, and identification of the deck to which the ship has been dismantled. Also, identify the approximate percentage of completion of abatement and dismantling work on each ship.
- (2) Quantity and type of hazardous material shipped for disposal during the reporting period (to include copies of all manifests and other shipping or hazardous property disposal documents).
- (3) Progress in correcting any deficiencies identified by the DRMS inspection or by regulatory inspection.
- (4) Notification of any regulatory agency inspection conducted, of any Notices of Violations, citations, or cautionary notices received from regulators during the reporting period, relating to the performance of this contract. Also, notification of any other documentation relating to Federal, state, or local administrative or legal actions arising under or relating to the contract.
- (5) Progress expected to be achieved over the next month.
- (6) Assessment of risks relating to timely completion of this contract.
- (7) Status of outstanding permits/licenses required for performance of this contract, and status of any existing permits/licenses due to expire within 90 days of the Progress Report.
- (8) Advance notice of commencement of project activities that will require notification to any regulatory agency by Purchaser or any of its subcontractors.

The first progress report shall be submitted to the SCO within 30 calendar days after removal of ship(s). The Purchaser will include in the monthly progress report the Purchaser's plan to comply with the discrepancies noted or questions asked in writing by the SCO.

(B) Upon completion of each ship, the Purchaser shall provide a final report to include the requirements listed above as well as the following additional requirements:

- (1) Total dismantling labor hours;
- (2) Total abatement labor hours;
- (3) Disposal costs by wastestream;
- (4) Quantity of wastes disposed of by wastestream;
- (5) Quantity of scrap recovered for resale to include, but not limited to, ferrous, non-ferrous, and equipment.

The final report shall be submitted to the SCO within thirty (30) calendar days of completion of each ship.

(c) If the Purchaser's progress report or reports from the SCO's Representative indicate the Purchaser is falling behind schedule, the SCO may require the Purchaser to take such immediate steps as may be necessary to improve Purchaser's progress and to submit for the SCO's approval such supplemental schedule as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will

be regained without additional cost to the Government. Failure of the Purchaser to comply with the requirements of this Article will be grounds for determination by the SCO that the Purchaser is not prosecuting the work with such diligence as will insure the completion of the Purchaser's obligations to the Government under the terms and conditions specified in the contract. Upon such determination, the SCO may, upon at least 15 calendar days written notice, calculated from the date of mailing, take action in accordance with Article SO, of the contract terms and conditions.

ARTICLE SS: INCIDENT REPORTING.

The Purchaser must provide written notification to the SCO within 24 hours of any incident involving injuries to personnel, spills, fires, explosions, damage to property or harm to the environment or any other significant incidents which may arise from other performance aspects under this contract.

The purchaser shall, within one week of receipt, provide copies of any notices of violation, citation, or other documentation relating to Federal, State, or local administrative or legal action against the Purchaser regarding actions arising under or relating to the contract.

Safety and Occupational Health Articles

**THE FOLLOWING SALE BY REFERENCE PART 7 ARTICLES HAVE BEEN REVISED.
THESE ARTICLES REPLACE THE ARTICLES IN THE SBR.**

PART 7, ARTICLE J:

Respiratory Protection Program.

Personnel shall be protected by personal protective equipment that provides full protection of nose, mouth, and respiratory system, in accordance with 29 CFR 1910.1001, 29 CFR 1915.1001 OSHA Standards for Shipyard Employment and 29 CFR 1926 OSHA Standards for Construction. Personnel engaged in the removal or demolition of pipes, structures, ships, or equipment covered or insulated with asbestos (as well as all other applicable safety and health hazards) and in the removal or demolition of asbestos insulation or coverings shall be provided and shall use respirators as stipulated in 29 CFR 1915.1001. Asbestos shall be presumed present unless shown to the contrary by bulk testing and air samplings.

PART 7, ARTICLE L:

Asbestos.

Purchasers are warned that unprotected exposure to asbestos fibers will significantly increase the risk of incurring four disease: Lung cancer, certain gastrointestinal cancers, mesothelioma and asbestosis. Care must be taken to avoid releasing or causing to be released, asbestos fibers into the atmosphere so that they may be inhaled or ingested. The Occupational Safety and Health Administration at 29 CFR 1910.1001, 29 CFR 1915.1001 Standards for Shipyard Employment and 29 CFR 1926 OSHA Standards for Construction, and 53 FR 35610 September 14, 1988, sets standards for permissible exposure to airborne concentrations of asbestos fibers, methods of compliance, personal protective equipment and other measures that must be taken when working with, or in proximity to, asbestos, in the U.S., its territories and possessions. Purchaser certifies that it will, as a minimum, comply with the provisions of 29 CFR 1910.1001, 1915.1001, 1926, and 53 FR 35610, September 14, 1988, in particular, 29 CFR 1915.1001(c) Permissible exposure limits (PELS); 29 CFR 1915.1001(f) Exposure assessments and monitoring; 29 CFR 1915.1001(h) Respirator fit testing; 29 CFR 1915.1001(j) Hygiene facilities and practices for employees; 29 CFR 1915.1001(k) communication of hazards; and 29 CFR 1915.1001(l) Demolition or salvage of structures, ships, and ship sections where asbestos is present in their entirety.

PART 7, ARTICLE M:

Packaging, Marking, and Disposal of Asbestos.

Asbestos waste, scrap, debris, bags, containers, equipment and asbestos-contaminated clothing consigned for disposal, which may produce airborne concentrations of asbestos fibers, shall be collected and disposed of in leak-proof, sealed, impermeable bags, as prescribed in 29 CFR 1915.1001 OSHA Standards for Shipyard Employment, 29 CFR 1926 OSHA Standards for Construction, 29 CFR 1910.1001, 53 FR 35610, September 14, 1988, and 40 CFR 61.20 et.seq. Prior to placing in bags, asbestos wastes shall be wet down to reduce airborne concentrations. It is essential that the waste asbestos material, whether in bags or containers, be disposed of by burial as specified in 40 CFR, Part 260 et.seq. and 40 CFR 61.140.

PART 7, ARTICLE N:

Asbestos Dust Control, and Housekeeping and Cleanup Procedures.

All external surfaces where work shall be performed must be maintained free of accumulations of asbestos fibers to prevent further dispersion. Meticulous attention must be given to restricting the spread of asbestos dust and all larger forms of waste. To the extent required by 29 CFR 1915.1001 OSHA Standards for Shipyard Employment, 29 CFR 1926 OSHA Standards for Construction, 29 CFR 1910.1001, and 53 FR 35610, September 14, 1988, an impermeable dropcloth under work areas, curtains and other enclosures designed to contain the asbestos dust and debris shall be used to keep asbestos from being distributed over the general area. To the extent required by 29 CFR 1915.1001, 1926 and 1910.1001 and 53 FR 35610, September 14, 1988, appropriate asbestos hazard warning signs shall remain posted until the site cleanup is complete and the soil, surrounding environment, water and atmosphere are tested and found safe. The cleanup crew should be under the direction and supervision of the Purchaser to ensure that proper cleanup is performed when asbestos dust/waste is present. All personnel engaged in cleaning up asbestos scrap and waste shall be equipped with the appropriate respiratory and protective clothing, as stipulated in 29 CFR 1915.1001, 1910.1001, 1926 and 53 FR 35610, September 14, 1988.

PART 7, ARTICLE O:

Protective Clothing.

Purchasers will provide and require their employees to wear coveralls and other clothing that will cover the entire body, head, hands, and feet when they are exposed to airborne concentrations of asbestos fibers (as well as all other applicable safety and health hazards) as specified in the 29 CFR 1915.1001 OSHA Standard for Shipyard Employment, 29 CFR 1926 OSHA Standards for Construction, and 1910.1001 and 53 FR 35610, September 14, 1988.

Environmental Articles

ARTICLE SB: MANIFESTING.

In the event that any item or component remaining on board the ship, whether or not identified in the Invitation for Bids, is subject to EPA/state regulations, the Purchaser is cautioned that it is solely responsible to ascertain the extent to which these regulations affect it and comply therewith. However, as a minimum, said item(s) or component(s) must be manifested with a transporter having an EPA Identification Number. Purchaser must complete all required manifest documents prior to each hazardous waste removal. Copies of the complete manifest must be provided to the SCO.

ARTICLE SE: GENERATOR DUTIES.

As a condition of sale of the ship(s) described herein, the Purchaser expressly a) acknowledges its duty to comply with the Toxic Substance Control Act, 15 U.S.C. S 2061 et seq., and the implementing regulations at 40 CFR Part 761; and b) agrees that it will perform all required duties, including those of the generator of PCB waste for any PCB item removed from the ship(s). In accordance with 40 CFR Part 761, the Purchaser expressly agrees that it will obtain an EPA Identification Number, arrange for all regulated wastes to be transported to an approved storage/disposal facility, prepare, sign and return all requisite copies of all manifests for the PCB items removed from the ship(s), and perform all communication and record-keeping tasks required by 40 CFR Part 761 as the generator of PCB waste. Purchaser expressly acknowledges its duty to comply with the Resource Conservation and Recovery Act, 42 U.S.C. 690 et seq., and the implementing Federal and State regulations, including expressly acknowledging that it will perform all duties required of the generator of hazardous waste.

ARTICLE SG: STATE REGULATED HAZARDOUS WASTE.

Items or components remaining on board the ship offered for sale, whether or not identified in the Invitation for Bids, may be regulated in the State where the ship will be berthed during contract performance. Purchaser is solely responsible for ascertaining the extent to which said State regulations effect it and for compliance therewith.

ARTICLE SK: HAZARDOUS PROPERTY DISCLAIMER/INDEMNIFICATION.

As previously noted, the Government cautions that the items sold under this contract, or material or substances, or component, part, constituent or ingredient therein may contain corrosive, reactive, or ignitable constituents, or exhibit other hazardous or toxic properties. The Government assumes no liability for any damage to the property of the Purchaser, any person or public property, or for the personal injuries, illness, disabilities or death to the Purchaser, Purchaser's employees or any other person subject to the Purchaser's control or any other person including members of the general public, arising from or incident to the purchase, use, dismantlement, scrapping, processing, disposition, or any subsequent operation performed upon, exposure to, or contact with any component, part, constituent or ingredient of this item, or substance or material whether intentional or accidental. The Purchaser agrees to hold harmless and indemnify the Government for any and all costs and expenses incurred incident to any claim, suit, demand, judgment, action, debt, liability costs, and attorney's fees or any other request for moneys or any other type of relief arising from or incident to the purchase, use, dismantlement, scrapping, processing, disposition, subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material, or substance, whether intentional or accidental.

ARTICLE SL: PERMITS.

The Purchaser shall be responsible for obtaining any necessary licenses and permits, and for complying with all Federal, State, and local laws and regulations in connection with the performance under the contract. This includes, but is not limited to, the required permits, licenses and notifications required to transport and dispose of hazardous and toxic waste regulated by RCRA and TSCA. This responsibility requirement will be a matter of inquiry during the SCO's pre-award evaluation of the Purchaser's capability to satisfactorily perform the contract. It will also be a continuing matter of inquiry by the SCO during the Purchaser's performance of the sales contract. The Purchaser is required to provide the SCO a copy of all necessary licenses, permits and notifications required for performance of this contract as cited in this article or elsewhere, prior to removal of any ship from Government control. The Purchaser must provide a copy of a signed lease for the scrapping site prior to removal, if the Purchaser does not own the facility where ship scrapping will occur.

ARTICLE SQ: SCOPE OF WORK (ASBESTOS).

The contract which results from the proposed sale includes the purchaser's provision of all labor, fees, transportation, equipment and facilities necessary to comply with the terms and conditions of the contract, including, but not limited to, the separation, stripping and removal of all asbestos so as to render it nonfriable if human exposure exceeds the limits specified in 29 CFR 1910.1001

ARTICLE ST: USE OF TSDFs AND TRANSPORTERS.

(A) The purchaser shall use only the transporters and treatment, storage, recycling and disposal facilities (TSDFs) from the Qualified Facilities List and Qualified Transporters List. These lists are located on the World Wide Web at either <http://www.drms.dla.mil> or <http://www.drms.dla.mil/environmental/envirom.html>. Purchasers who do not have access to the World Wide Web may request a copy of the

above lists from the SCO. See subparagraph (C)(1) and (2) of this Article for information on how the Purchaser may request that a TSDF or transporter be added to the qualified lists.

(B) DRMS has reviewed these TSDFs and Transporters in the past and has no reason to believe that they do not meet the standards of this Article. Inclusion of TSDFs and Transporters on the Qualified List does not constitute a determination of the acceptability of these TSDFs and Transporters for the requirements of this solicitation and any resultant contract or relieve the Purchaser of any responsibility for performing the contract resulting from this solicitation. It is the purchaser's responsibility to ensure that it can perform all work required by the IFB with the firms listed under Article ST and to propose additional firms under Article ST, subparagraphs (c)(1)-(2) to perform the work required if the TSDFs or Transporters listed in Article ST cannot meet the requirements. It does not imply consent by the Government to any subcontracts let by the purchaser in the performance of the contract resulting from this solicitation.

(C) If, during the life of the contract, the Purchaser requests approval of additional TSDFs or transporters, the Government must be allowed a reasonable amount of time to evaluate such requests. The Purchaser is not relieved of his contractual obligation to remove and dispose of all hazardous substances, hazardous materials and hazardous waste within contractual timeframes during the period the Government is evaluating the request(s) for additional TSDF(s) or transporters.

(1) The Purchaser shall provide the following information for RCRA permitted TSDFs including, but not limited to: complete address, telephone number, a copy of the permit excerpt to include the cover page(s), waste streams and treatment methods, closure funding, EPA identification number, and regulatory point of contact. The TSDF EPA identification number will be utilized to identify the facility on the DRMS Qualified TSDF list.

(2) The Purchaser shall provide the following information for each non-RCRA facility including, but not limited to: complete address, telephone number, a copy of the permit excerpt to include the cover page(s), waste streams and treatment methods, closure funding (if a regulated or permit requirement) and a federal/state/local compliance point of contact. If there is no regulatory or permit requirement for closure funding, comparable financial assurance coverage must be provided. A DRMS-created number will be assigned for approved non-RCRA facility for administration purposes.

(D) At any time during the period of this contract, the Government may disapprove a proposed TSDF or a previously approved TSDF if any of the following apply:

(1) The TSDF is currently closed.

(2) The TSDF is identified as a significant non-complier (exhibiting RCRA Class I violations for groundwater monitoring, closure, post-closure, or financial responsibility), and has not entered into a compliance schedule or similar action.

(3) The TSDF has been cited via an administrative order or judicial action, and the TSDF has not entered into a compliance schedule or similar action within 180 days from the time order or judicial action was issued.

(4) The TSDF has exhibited a history of noncompliance (including, but not limited to RCRA class I and II violations, OSHA violations, State and local violations and DoT violations) or exhibited a lack of good faith in correcting the violations. A "good faith" effort would be exhibited through promptly signing a consent agreement or similar document with appropriate regulatory authorities, and performing in compliance with the consent agreement or similar document for at least six months. Repeated violations may be considered as a lack of "good faith".

- (5) The TSDF has been identified as having groundwater contamination or is not acceptable under the State's groundwater anti-degradation policy.
- (6) The TSDF is not permitted to and/or is not capable of handling the property proposed.
- (7) The TSDF received a negative recommendation as a result of a DRMS inspection visit during the preceding 12 months without substantive evidence of corrected deficiencies.
- (8) The TSDF stores/treats the waste, then ships out the regulated hazardous waste to a TSDF not approved by DRMS.
- (9) The TSDF's closure fund is not sufficient to protect the Government's long term interests.
- (10) A facility is unable to track property from entry to exit.

(E) At any time during the period of this contract, the Government may disapprove a proposed transporter or a previously approved transporter if any of the following apply:

- (1) The transporter does not have the appropriate Federal/State/local permits to transport property under this contract (hazardous or nonhazardous).
- (2) The transporter has exhibited a history of noncompliance (including RCRA, DoT, OSHA, and State and local regulations governing hazardous materials hauling and motor carrier/marine safety).
- (3) The transporter has been cited via administrative order or judicial action and has not entered into a compliance schedule or similar action within 180 days from the time the order or judicial action was issued.
- (4) The transporter has not provided documentation of at least a "Satisfactory" rating from the Department of Transportation (DoT) Office of Motor Carriers (OMC) or California Highway Patrol.

(F) The Purchaser will not add a fuels blender/burner or ship any subsequent residual waste derived from fuels blending to any facility/burner without prior approval from the SCO.

(G) Since transporters or TSDFs may be deleted at any time without notification, Purchasers should confirm the firm is on the Qualified TSDF list with the SCO prior to any actual usage under this contract.

ARTICLE TA: SEGREGATION OF HAZARDOUS WASTE

All hazardous waste items collected as a result of activities on this contract must be segregated and kept physically separate from any other items until the initial TSDF is reached. The items must be so marked that they are readily identified to this contract throughout this period. In addition, the Purchaser must ensure that there is a clear audit trail until final treatment/disposal is accomplished.

Payments, Defaults and Penalty Articles

ARTICLE SI: STORAGE CHARGES/LATE REMOVAL CHARGES.

If the Purchaser fails to remove the ship(s) in accordance with Article TC: Removal, or within any extension of time which may have been granted by the SCO pursuant to Part 2, Condition No. 8, General

Sales Terms and Conditions, SBR Pamphlet, March 1994 (Standard Form 114C), the Government shall have the following remedies:

(A) Access charges for wharfage, moorage, dockage, anchorage, berthing or other services at the following rates per day per ship including Saturdays, Sundays, and Federal holidays:

ITEM(S)	RATE PER DAY PER SHIP
1-12	\$300.00 per day

In all instances where storage charges are assessed, payment thereof must be made by the Purchaser prior to removal of the property unless otherwise authorized by the Government. Charges for late removal will not exceed 10 percent of the contract price of the ship(s).

(B) Exercise its rights under Article SP of this Invitation for Bids entitled "Default - Failure to Pay or Remove Ship(s) within Time Required by the Contract."

ARTICLE SO: DEFAULT IN PERFORMANCE

In the event the Purchaser fails to complete the scrapping, demilitarization and/or stripping of the ship(s) in accordance with the Purchaser's approved technical plan and the terms and conditions of the contract, or fails to comply with Federal, State, and local laws and/or regulations, or fails to prosecute the work with such diligence as will ensure the completion of the contract, and fails to correct such deficiencies within the period of time allowed by notice required by Article SN, the Government may send the Purchaser a Cure Notice stating the specific failure to perform and providing for a period of at least ten (10) calendar days in which to cure the failure. If the Purchaser has not cured the failure noted in the cure notice by the end of the period provided, the Government may send the Purchaser a 15 calendar day written notice of default (calculated from the date of mailing). If the Purchaser fails to cure the default cited in the default notice within the period (or such further period as the SCO may allow), the Government may terminate the contract and shall have the following remedies:

(1) If considered to be in the best interest of the Government, the Government may physically repossess some or all of the ships previously removed under the contract for which title has not passed. The Purchaser shall lose all right, title, and interest which he might have otherwise have acquired in the ship(s) removed by the Purchaser and repossessed by the Government. At the Government's election, the Purchaser shall also lose all right, title, and interest which he might otherwise have acquired in the ship(s) awarded but not removed under the contract. The Government may resell the ship(s) previously removed and unremoved by the Purchaser, charging the Purchaser with all costs incurred by the Government in repossessing, towing, storing, and reselling the property, including any direct loss on account of the resale and any costs associated with the Purchaser's failure to comply with Federal, State, and local laws and regulations, including but not limited to, the cost of any fines imposed by Federal, State, and local authorities, as well as for property disposal and treatment. In addition, the Government shall be entitled to retain or collect 10 percent of the original contract price as liquidated damages above and beyond the costs cited above to defray the indirect costs involved in effecting repossession and reselling the ships.

(2) If, because of the extent of scrapping, demilitarization and/or stripping performed by the Purchaser, the SCO determines that effecting repossession of the ship(s) would be impracticable, then the Government shall have the right to enter the premises of the Purchaser or its subcontractor(s) and, either with its own personnel or by contract, complete the scrapping, demilitarization, and/or stripping of the awarded ships. The Government may scrap and dismantle the ship(s) previously removed by the Purchaser, charging the Purchaser with all costs incurred by the Government in repossessing, scrapping and dismantling, and any costs associated with issuing a solicitation/contract to scrap and dismantle the property, including any direct loss

on account of the resale and any costs associated with the Purchaser's failure to comply with Federal, State, and local laws and regulations, including but not limited to, the cost of any fines imposed by Federal, State, and local authorities, as well as for property disposal and treatment. In addition, under no circumstances will the Purchaser be entitled to a refund of the purchase price.

(3) In the event that the Purchaser fails to comply with or perform any of the terms and conditions of this contract, the SCO may, at his discretion, assess the purchaser liquidated damages in the amount of \$1,000 per workday that the Purchaser is out of compliance.

ARTICLE SP: DEFAULT (FAILURE TO PAY OR REMOVE SHIP(S) WITHIN TIME REQUIRED BY THE CONTRACT).

If, after contract award, the Purchaser fails to make payment within the time allowed by the contract, or by failure to remove the property as required by Article TC: Removal, then the Government may send the Purchaser a 15 calendar day written notice of default (calculated from date of mailing), and if the Purchaser fails to cure the default cited in the default notice within that period (or such further period as the SCO may allow), the Government may, terminate this contract in whole or in part and the Purchaser shall lose all right, title and interest which he might otherwise have acquired in and to such property awarded under this contract, and the Government may exercise such rights and may pursue such remedies as are provided by law or under the contract. The Purchaser further agrees that in the event it fails to pay for the property or remove same in accordance with the terms of the contract and within the prescribed period(s) of time, the Government at its election and upon notice of default shall be entitled to retain (or collect) as liquidated damages a sum equal to 10 percent of the purchase price of the item (or items) as to which the default has occurred. When the Government exercises this election, it shall specifically apprise the Purchaser, either in its original notice of default (or in a separate subsequent written notice), that upon the expiration of the period prescribed for curing the default, 10 percent of the purchase price will be retained (or collected) by the Government as liquidated damages.

ARTICLE SH: PAYMENT

(A) Full payment of the contract purchase price, for the ships to be removed, is due prior to the date of removal from Government control. Payment is considered late when the payment is not in the possession of the SCO, or the designated representative, as of close of business, 4:30 p.m. Eastern time on the date of removal of each ship from Government control in accordance with Article TC: Removal. When the full payment due date falls on a Federal holiday or other day when the facility is closed, the payment is due on the following business day.

(B) All payments, including those for storage charges, liquidated damages, and interest, must be in U.S. currency in the form of cash, cashier's check, certified check, traveler's check, bank draft, money order or credit card (Mastercard or Visa only). When a credit card is used as payment, the credit card number, the name as printed on the credit card, and the expiration date must be provided. If more than one credit card is used, the Purchaser must identify the exact monetary amount to be applied against each credit card. Purchasers whose payment is accompanied by a letter of credit, or who have on file an approved bid bond (SF 150 or SF 151), may make payments by uncertified personal company checks, but only up to an amount equal to the penal sum of their bond or the amount of their letter of credit.

(C) If, for any reason, a Purchaser's uncertified check is not honored for payment by the payee's bank upon initial presentment for payment, the Government may, after notifying the Purchaser, require the Purchaser to make all future payments by cash, cashier's check, certified check, traveler's check, bank draft, or money order.

(D) Successful bidders that wish to make payment via credit card for property awarded can do so by providing language substantially as follows:

I (WE) AUTHORIZE THE SCO TO OBTAIN PAYMENT BY CREDIT CARD FOR ANY ITEMS I AM (WE ARE) AWARDED ON THIS SALE.

Operational Articles

ARTICLE SJ: SCRAP WARRANTY.

The Purchaser agrees, represents, warrants and certifies that:

(1) This/these ship(s) will be completely scrapped by demilitarizing in compliance with the demilitarization requirements specified in the item description as applicable and by final dismantlement and mutilation of the hull and superstructure in such a manner that no considerable part of the ship is left intact or undisturbed to the extent that it can be reconstructed or readily identified as an existing portion of the original hull or superstructure.

This will include the removal from the ship(s) (without replacement) of all hull, inner bottom, bulkhead, deck and deck house material, as well as all floors, longitudinals, webs, girders and other framing. The term "hull" means the framework of a ship, including the keels, together with all decks, deck houses, tanks, the inside outside plating and all bulkhead, but exclusive of masts, yardarm, rigging, machinery, outfitting and equipment.

(2) The Purchaser further agrees that the Purchaser or his/her subcontractor will complete the required scrapping described above in the United States or its territories. The Purchaser further agrees that the ship will not be used or transferred by the Purchaser except for the purposes of scrapping as described above and approved in the technical plan.

(3) The Purchaser further agrees and certifies that all scrapping operations for lot 1 (items 1-6) will be completed by the Purchaser or his designee within three calendar years from the time of taking possession and removal from Government control of the first ship(s) removed in accordance with Article TC: Removal.

(4) The Purchaser further agrees and certifies that all scrapping operations for lot 2 (items 7-12) will be completed by the Purchaser or his designee within three calendar years from the time of taking possession and removal from Government control of the first ship(s) removed in accordance with Article TC: Removal.

(5) The Purchaser further agrees and certifies that all scrapping operations for item 13 will be completed by the Purchaser or his designee within three years from the time of taking possession and removal in accordance with Article TC: Removal.

(6) The Purchaser further agrees and certifies that in the event it bids on and is awarded more than one lot or item, the timeframe for completion of each lot or item will be as specified in subparagraphs (3), (4), and (5) of this article. The timeframe for completion of each lot and/or item awarded to an individual Purchaser, will run concurrently for each lot and/or item awarded. For example: If a Purchaser is awarded Lot 1 and Lot 2 and removes the first ships from Lot 1 on March 15, 1998, and removes the first ships from Lot 2 on April 15, 1998, the completion date for Lot 1 is March 15, 2001 and the completion date for Lot 2 is April 15, 2001.

(7) The Purchaser further agrees and certifies upon completion of the scrapping operation, the Purchaser will furnish to the SCO a certificate to the effect that all scrapping by this provision has been accomplished and all Federal, State, and local laws and regulations have been complied

with. The SCO or his successor may extend the above completion dates of scrapping operations when determined, in writing, that the delay in completion is due to causes beyond the control and without the fault or negligence of the Purchaser, or when determined it is otherwise in the best interest of the Government.

ARTICLE SC: CONTRACT PERFORMANCE.

Purchaser understands and agrees to submit a written request for contract modification to the SCO prior to effecting any change from that Stated on its Statement of Intent, Technical Proposal, End-Use Certificate, and/or Sale of Government Property-Item Bid Pages, Sealed Bid, whether occurring before or after the release of the ship(s). The Purchaser further agrees not to effect such changes without first receiving the written approval of the SCO. The Government reserves the right to visit the facility of the Purchaser or subcontractor responsible for the actual scrapping of the ship during the performance of the contract. The Government also reserves the right to meet with the Purchaser periodically to hold progress reviews for the purpose of assessing the scrapping status and to monitor compliance with safety and environmental laws and regulations. The Purchaser shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the SCO regarding same.

ARTICLE TC: REMOVAL

(A) The Purchaser will make the initial removal of ships as follows:

- Lot 1: Two ships within 60 calendar days after contract award;
- Lot 2: Two ships within 60 calendar days after contract award; and
- Item 13: Within 60 calendar days after contract award.

Subsequent removals shall be in accordance with the purchasers approved technical plan.

(B) The purchaser shall request authorization from the SCO to remove additional ships from each lot. Prior to release of the next ship(s), the SCO shall evaluate the Purchaser's performance to determine compliance with the terms and conditions of the contract and Federal, State and Local regulations. This shall also include an evaluation of the cutting and scrapping schedule in the Purchaser's Approved Technical Plan. The last two ships in each lot shall not be released until the first two ships are 100 percent complete.

(C) The Purchaser is required to provide five days written notice to the Navy custodians prior to removal of the ships.

Other Articles

ARTICLE SA: TITLE.

Title to the scrap, parts and/or components available for removal shall vest in the Purchaser as and when said property is physically removed from the ship or residue thereof.

ARTICLE SF: RISK OF LOSS. The Purchaser assumes sole responsibility for the security and protection of the property purchased under the contract upon commencement of removal from the Government facility by the Purchaser, its agent or authorized representative. The Purchaser further assumes responsibility for the security of the property and of its equipment upon commencement of removal of the ships. This responsibility is in addition to the coverage provided under Part 2, Condition 14, Sales By Reference pamphlet, March 1994.

ARTICLE SM: GOVERNMENT RIGHT OF INSPECTION AND SURVEILLANCE.

In addition to the Government's right of surveillance and inspection set out in the Sale by Reference, Part 7, Article S; Part 6, Article G; the Purchaser is informed that the Government's or its authorized representative's right to observe all aspects of the work process may include inspection and surveillance up to 100 percent of the work process. The Government will also have the right to conduct a post-award conference with the awardee. The Purchaser is also informed that the Government's or its authorized representative's inspection and surveillance includes the right to verify the accuracy of the results of tests performed by the Purchaser as part of its obligation to comply with Federal, State, and local environmental laws and to verify that all environmental requirements are complied with.

ARTICLE SR: PROHIBITIONS ON USE OF SHIP.

The Purchaser's rights under this contract are limited to scrapping and sale of usable material. Since title to the ship is retained by the Government until all material is completely removed/scrapped in accordance with Article SJ of this IFB, any other activities on board the ship are prohibited without prior approval by the SCO. These prohibited activities include, but are not limited to, memorial services, luncheons and tours.

ARTICLE SU : TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT

The SCO, by written notice, may terminate performance of work under this contract in whole or in part if the SCO determines that a termination is in the Government's best interest. If this contract is terminated for the convenience of the Government, the Government shall be liable only for the purchase price paid under the contract, and reasonable costs incurred by the Purchaser for work performed under the contract prior to the effective date of termination, notwithstanding Part 2, Condition 15 of the Sale by Reference Pamphlet, March 1994.

After receipt of a notice of termination for convenience, unless otherwise directed by the contracting officer, the Purchaser shall immediately proceed with the following obligations, regardless of any delay in determining potential amounts due under this termination:

1. Stop work as specified in the notice.
2. Place no further subcontracts or orders for supplies or services other than those required to complete any continued portion of the contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Complete performance of the work not terminated.
5. Assign to the Government, as directed by the SCO, all right, title and interest of the Purchaser under the subcontracts terminated.
6. With approval to the extent required by the SCO, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
7. As directed by the SCO, transfer title and deliver to the Government any property, plans, or other information required to be furnished to the Government as if the contract had been completed.
8. Take any action that may be necessary, or that the SCO may direct, for the protection and preservation of the property related to this contract that is in the possession of the Purchaser and in which the Government has an interest.

If appropriate, the Purchaser shall submit its final settlement termination proposal to the SCO in the form and with the certification prescribed by the Contracting Officer within 90 days of the effective date of termination.

ARTICLE SV : STOP WORK ORDER

The SCO may, at any time, by written order to the Purchaser, require the Purchaser to stop all, or any part, of the work called for by this contract for a period of up to 90 days after the order is delivered to the Purchaser, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Purchaser shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Purchaser, or within any extension of that period to which the parties shall have agreed, the SCO shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided by the Default in Performance or Termination for Convenience clauses of this contract.

If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Purchaser shall resume work. The SCO shall make an adjustment in the delivery schedule and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for the performance of any part of this contract; and;

(2) The Purchaser asserts its right to the adjustment within 30 days after the end of the period of work stoppage.

ARTICLE SW: CONTRACT AWARD.

Award of each lot and/or item will be made to the responsive, responsible bidder who has submitted an acceptable technical proposal under step one of this two-step solicitation and that submits the highest price bid. The accepted technical proposal will be incorporated into, and made part of the resultant contract. No change in the technical plan, including subcontractors identified therein, shall be made after award unless the change is approved by the SCO. Prior to award of a contract, the SCO will determine whether the bidder is a responsible prospective Purchaser. The Government also reserves the right to meet with the contractor periodically to hold progress reviews for the purpose of assessing the scrapping status and to monitor compliance with safety and environmental laws and regulations. This may include the accomplishment of an on-site pre-award survey to evaluate a prospective Purchasers capability to perform according to the terms and conditions of the proposed contract.

ARTICLE SX: PERFORMANCE BOND.

A. The Purchaser agrees to furnish to the SCO a Performance Bond on Standard Form 25 (Certified or cashier's checks, bank drafts, irrevocable letter of credit, post office money orders, or currency may be furnished with Standard Form 25 in lieu of a designated acceptable surety company) in the sum of \$50,000 for items 1-12 and \$200,000 for item 13 to cover the purchaser's obligation to complete the contract. Performance bonds must be submitted with contract payment. For lot sales, a Performance Bond shall be submitted for each ship in each lot awarded. All Performance Bonds submitted to the Government on this contract must be issued by a firm with at least an "A-" rating from A.M. Best or an equivalent rating service.

B. The SCO shall release the performance bond upon verification of the Purchaser's certification of completion and upon the SCO's determination that all hazardous materials abated from the ship have been properly disposed of and that any facility environmental issues have been satisfactorily resolved.

ARTICLE SY: CLASSIFIED MATERIAL

Any classified or secret material found by the Purchaser or its subcontractor(s) in the ships referred under this contract must be immediately returned to Government control, as directed by the SCO, at the Government's expense.

ARTICLE SZ: SPECIAL STANDARDS OF RESPONSIBILITY

The following special standards of responsibility will be assessed in addition to the general standards in determining responsibility of all prospective purchasers:

A satisfactory history of compliance with Federal, State, and Local environmental laws and regulations.

A satisfactory history of compliance with Federal, State, and Local safety laws and regulations.

These standards will also be applied to key personnel and subcontractors identified in the prospective purchaser's approved technical proposal. Corrective actions taken in response to previous violations will be taken into consideration in assessing a prospective purchaser's responsibility.

ARTICLE TB: SEVERABILITY

Any terms, conditions, or provisions of the contract resulting from this Invitation for Bids found to be invalid, void, or illegal shall in no way effect impair or invalidate any other terms or provision herein and such remaining terms and provisions shall remain in full force and effect.

ARTICLE TC: EQUAL OPPORTUNITY

The following clause is applicable unless the contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60) Exemptions include contracts and subcontractors (i) not exceeding \$10,000 and (ii) where no appreciable amount of work is to be done by the contractor:

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, color, religion, sex, or national origin.

- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246, of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
- (g) The contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.